

SPECIAL TOWN MEETING

CITY of BLOOMINGTON TOWNSHIP

17th day, JULY, 2018 at 6:00 p.m.

City Hall Council Chambers
109 East Olive Street, Bloomington, IL

AGENDA

- I. Call to Order: Cherry Lawson, Town Clerk
- II. Pledge of Allegiance
- III. Introduction of Town Officers
- IV. Nominations for Moderator
- V. Election and Swearing in of Moderator
- VI. Remarks by Moderator on Conducting the Meeting
- VII. Presentation by Amy Howe, Workforce Development Coordinator, regarding POTS, (Promoting Others to Succeed), recycling program.
- VIII. Approval to lease real and personal property to implement and administer a workfare POTS, (Promoting Others to Succeed), recycling program. (Recommend approval to lease real and personal property to implement and administer a workfare POTS recycling program.)
- IX. Public Comment
- X. Adjournment



June 11, 2018

City of Bloomington Township
607 S. Gridley
Bloomington, IL 61701
townshipoffice@cityblm.org
(309) 828-2356



Msi9F~1410

National Horticulture Waste Facts:

- Plastic waste in horticulture has become a significant contributor to solid waste disposal problems.
- The Environmental Protection Agency estimates that plastic accounts for about 12% total solid waste.
- The agriculture industry consumes approximately 4% of total plastics.
- Humans have made 8.3 billion metric tons of plastic and agriculture waste equates 332 million metric tons. Horticulture plastics are light weight and resistant to biodegradation.



Why is there no plan for disposal nationally and locally?

- Pots are bulky to handle and transport for waste management companies.
- Various plastic types require substantial efforts to sort and store until the volume justifies a shipment to a recycling facility.
- No equipment exists that reduces labor costs of cleaning.
- Pot cleaning can only be accomplished by homeowners or volunteers rather than large-scale commercial nurseries.



Current single stream recycling practices DO NOT accommodate horticulture waste. Garden pots placed in recycle bins go to our landfill





Consequences

- Traditional disposal of solid plastic waste (such as landfilling or incineration) cause environmental problems due to slow decay or toxic chemical release during combustion.
- Landfills are filling up with materials that are recoverable and recyclable.





McLean County Integrated Solid Waste Management Plan

- McLean County's only remaining landfill is expected close in 2018.
- Currently landfills over 150,000 tons of material per year. Most of this material is recoverable.
- Quarter 1: 2017 – 2022 Action plan includes increasing recycling rate goal to 50%.
- The impending closing of McLean County's landfill and costs associated with hauling solid waste to Livingston County present challenges in our community.

**Why is the City of Bloomington Township
interested in recycling?**

Why is the City of Bloomington Township interested in recycling?

- Recycling is a solution for better community health.
- Recycling is necessary to lower the environmental impact on our local landfills.
- Pot cleaning process is not cost effective on a commercial scale.
- Township General Assistance recipients are required to participate in workfare.

Studies show that carefully structured work experience programs can have a positive impact on the employment rates of disadvantaged groups and can generate socially valued goods and services.



Work experience programs assist in reducing barriers to work.



Barriers to work include:

- Limited or lack of basic skills (training)
- Limited or lack of employability skills (soft skills)
- Gaps in employment
- Physical or emotional disabilities
- Substance abuse problems

80% of welfare recipients suffer from at least one of these barriers

30%-40% suffer from more than one



“Work Experience programs lead to higher employment rates for those who are either unable or unwilling to find employment on their own.”

-Harry J. Holzer, the Brookings Group



Township Workfare

The City of Bloomington Township General Assistance (GA) recipients, who are able bodied, are state mandated to participate in workfare and job skills training. Workfare and job skills training consists of knowledge enhancement and participation in providing up to 8 hours per week of time to a local non-profit in need of additional manpower. Our current community partners are:

- Home Sweet Home Ministries
- Safe Harbor/Salvation Army
- Habitat for Humanity
- Evergreen Memorial Cemetery
- Recycling Furniture for Families
- Miller Park Zoo
- West Bloomington Revitalization Project
- Mt. Pisgah Church
- Second Presbyterian Church
- Bloomington Day Care
- Bloomington Housing Authority
- Center for Hope
- YMCA
- Good Will Career Center
- Dr. Josh Johnson with Johnson Family Chiropractic
- Threshold to Hope



How do we bridge two different community needs?

Environmental
Duty



Increased
Employability



Recycling Program

Environmental
Duty



Increased
Employability





Recycle Program

Is an interagency Cooperative program which benefits the community.

Under IL statute 305 ILCS 5/9-6, Township has specific authority to “initiate, promote, and develop job search, training and work programs which will provide employment and contribute to the training and experience of persons receiving aid”. This program will support General Assistance recipients.

It may also serve other agencies such as IDHS with their new work requirements beginning Jan 1, 2019. It may also serve volunteer groups in the community.





Recycle Program

This is a re-established program with a new logo.

One of the main goals of this pilot program is cost avoidance and reduce landfill. The other is to

PROMOTE OTHERS TO SUCCEED through development of work skills and life skills for clients, we collectively recycle bulky plastic horticulture material from landfill



History Of Garden Pots Recycling Program

2008

The Illinois Plastic Pot Recycling Initiative (IPPRI) was started with a grant from McLean County. The program was housed at the ISU farm on Gregory St. in Normal. Collection bins were constructed and housed at 3 area nurseries:

AB Hatchery, Casey's and Niepagen's. The recycling program had also partnered with the **City of Bloomington Township** to provide GA recipients to assist with labor.



2009

IPPRI was asked to relocate and secured a space at the outlet mall with the Occupational Development Center (ODC). When ODC was closed in 2010 and Youth Build purchased the space, IPPRI was allowed to remain, rent and utility free.

2012-2013

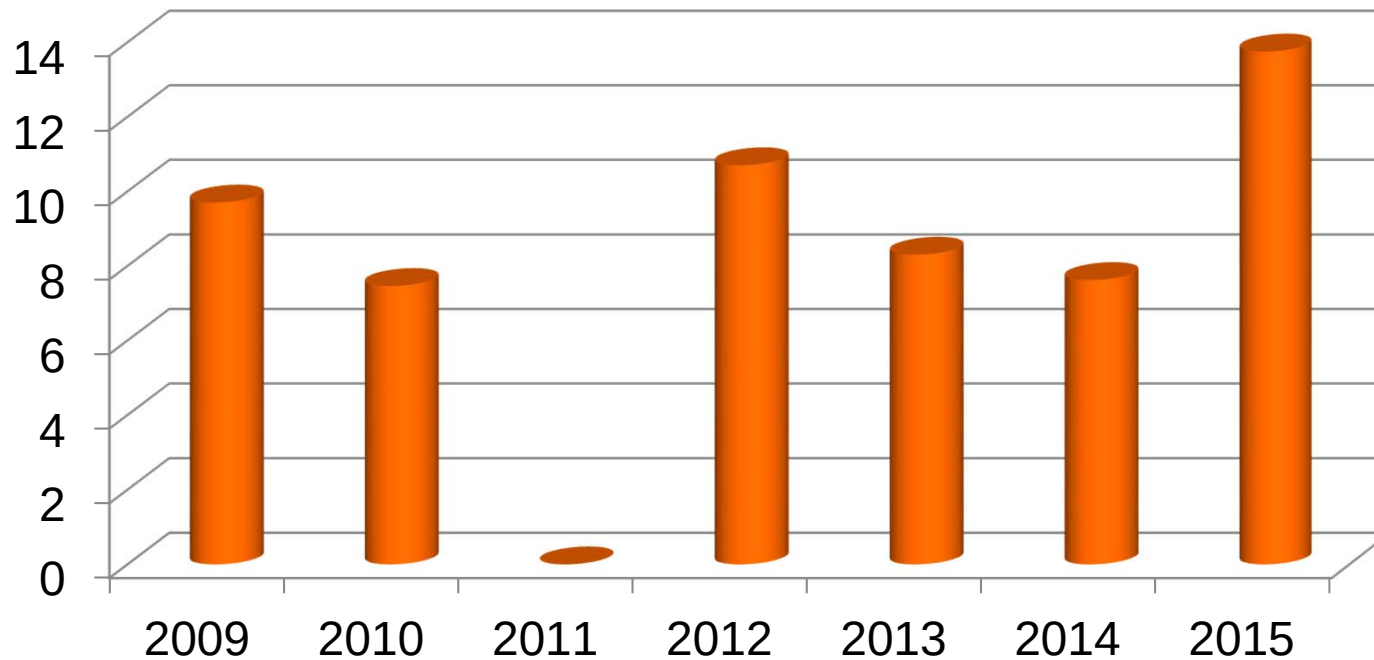
IPPRI was overseen by 2 full-time volunteers and operated using “free” labor from COBT GA recipients and various volunteer groups. IPPRI also underwent a name change to simply, Garden Pot Recycling.

2015

GPR was notified by Youth Build that they must relocate due to Youth Building need the space for offices. As of January 1, 2016 GPR has not had a home.



57.53 Tons of plastic saved from being dumped in our landfill!



*No pick-up by East Jordan Plastics in 2011



Bridging the Gap

The City of Bloomington Township has collaborated with Home Sweet Home Ministries to:

- Re-establish the workfare program of recycled landscape pots
- Promote recycling in our community

The Ecology Action Center will:

- Promote POTS recycling program via their website

Evergreen Memorial Cemetery will:

- Provide Pots pickup at various nursery locations

Henson's commitment to donate a collection bin.

Continued support from the local garden centers as collection sites.



How can you help?

- ✓ Support our community members & the environment as the City of Bloomington Township re-establishes the POTS Recycling Program.
- ✓ The notice could be put together for you for the June 25 Township Board meeting.
- ✓ Call for a special town meeting which sets forth the agenda to lease space for three years for the POTS Recycling Program.
- ✓ Sign a written statement for a special town meeting



References

Holzer, H.J. (2002). *Can work experience programs work for welfare recipients?* Welfare Reform & Beyond. (p.b. 24). Retrieved from:
<https://www.brookings.edu/research/can-work-experience-programs-work-for-welfare-recipients/>

Meng, T., Klepacka, A.M., Florkowski, W.J., Braman, K. (2016, Feb). *Determinants of recycling common types of plastic product waste in environmental horticulture industry: The case of Georgia*. Waste Management. (vol. 48, pp 81-88). Retrieved from:
<https://www.sciencedirect.com/science/article/pii/S0956053X15301975>



**WORKFARE AGREEMENT BETWEEN
HOME SWEET HOME MINISTRIES AND
THE CITY OF BLOOMINGTON TOWNSHIP**

THIS WORKFARE AGREEMENT (the “Agreement”), made and entered into on this _____ day of _____, 2018 (the “Effective Date”), by and between HOME SWEET HOME MINISTRIES, INC., an Illinois not-for-profit corporation (“HSHM”) and the CITY OF BLOOMINGTON TOWNSHIP, a unit of local government in McLean County, State of Illinois (the “Township”), is hereby agreed to pursuant to and in accordance with the authority contained herein.

WITNESSETH:

WHEREAS, the Township is specifically authorized under the Illinois Public Aid Code (305 ILCS 5/) to offer general assistance and other financial aid to those who qualify for such need;

WHEREAS, the Township, as part of those powers, has specific authority under 305 ILCS 5/9-6 to “initiate, promote and develop job search, training and work programs which will provide employment and contribute to the training and experience of persons receiving aid”;

WHEREAS, the Township continues and reaffirms its commitment to such a job search, training, and work program (“Workfare and JSTW Program”) for those receiving aid;

WHEREAS, as part of its Workfare and JSTW Program, the Township has deemed it prudent to partner with HSHM on the creation of a program known as “Providing Opportunities to Succeed” (the “POTS Program”), with not only a focus on developing work skills as part of its Workfare and JSTW Program, but also to offer recycling services to the community at large; and

WHEREAS, the type of partnership contemplated in this Agreement is specifically authorized pursuant to the Public Aid Code at 305 ILCS 5/9-6.

NOW, THEREFORE, in consideration of the matters set forth above, the agreements, covenants, representations, and undertakings made and contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, HSHM and the Township hereby agree, and covenant as follows.

1. AUTHORITY. The Parties agree that their respective governing authorities have authorized the execution of this Agreement and the terms contained herein, including the specific authorization from the Township electors for the Township to lease real property from HSHM, which was approved at a duly and properly noticed special town meeting of the electors on [insert date].

2. TERM. This Agreement shall remain in force and effect for the duration of the lease set forth in Section 3 of this Agreement. Upon an earlier termination or cancellation of said lease, this Agreement shall terminate at that time in its entirety.

3. LEASE. The Township hereby offers to lease from HSHM the Premises situated in the City of Bloomington, County of McLean, State of Illinois, described as **1,014 square feet of a portion of 1700 W. Washington Street, Bloomington, Illinois, 61701** (the “Premises”), as more fully demonstrated on the diagram attached hereto and incorporated herein as Exhibit A. The Township leases the Premises upon the following terms and conditions:

- a) **TERM AND RENT.** HSHM demises the Premises for a term of three (3) years, commencing on August 1, 2018, and terminating on July 31, 2021, at the rental rates payable as follows:

Year One (August 1, 2018-July 31, 2019)	\$4,200.00 payable on August 1, 2018;
Year Two (August 1, 2019-July 31, 2020)	\$8,400.00 payable on August 1, 2019;
Year Three (August 1, 2020-July 31, 2021)	\$8,400.00 payable on August 1, 2020.

These payments are payable in advance, on the first day of each term period.

No security deposit shall be required.

- b) **USE OF PREMISES.** The Township shall use and occupy the Premises for the operation of the POTS Program. The Premises shall be used for no other purpose except those made by agreement of both parties and in writing.

The Township shall keep no domestic or other animals on or about the Premises without the written consent of HSHM. This includes animals that are owned, borrowed, visiting, just passing through, or any other concept conceivable.

- c) **RESTRICTIONS ON USE.** No use shall be made or permitted to be made of the Premises, nor acts done, that will increase the existing rate of insurance upon the building, or cause a cancellation of any insurance policy covering such building, or any part of it, nor shall the Township sell, or permit to be kept, used, or sold, in or about the Premises any article that may be prohibited by the standard form of fire insurance policies. The Township shall, at the Township’s sole cost and expense, comply with any and all requirements, pertaining to the Premises of any insurance organization or company necessary for the maintenance of reasonable fire and public liability insurance covering such building and appurtenances.

The Township shall not do or permit anything to be done in or about the Premises which will in any way obstruct or interfere with the rights of other tenants or occupants of the building or injure or annoy them, or use or allow the Premises to be used for any immoral, unlawful, or objectionable purposes. No loud-speakers or other similar device, system, or apparatus which can be heard outside the premise shall, without the prior written approval of HSHM, be used in or at the Premises. The Township shall not commit, or suffer to be committed, any waste unrelated to the POTS Program upon the Premises, or any nuisance, public or private, or other act or thing of any kind

whatsoever that may disturb the quiet enjoyment or cause unreasonable annoyance of any other tenant in the building.

- d) CARE AND MAINTENANCE OF THE PREMISES. The Township is not responsible for any maintenance or repairs of the Premises.
- e) ALTERNATIONS AND IMPROVEMENTS. No alterations, additions, or improvements to the leased Premises shall be made by the Township without the written consent of HSHM. Any alterations, additions, or improvements made by the Township after such consent shall have been given, and any fixtures, or other personal property that become attached in any way become the property of HSHM upon the expiration or other sooner termination of this lease; provided, however, that HSHM shall have the right in HSHM's sole discretion to require the Township to remove such fixtures and other property at the Township's cost upon such termination of this lease.

If an alteration, addition, or improvement to the leased property is made by a contractor or subcontractor at the request of the Township, the Township shall furnish HSHM with a Lien Waiver for each such contractor or subcontractor prior to work being commenced and shall keep the Premises and the building free from any liens arising out of any work performed, material furnished, or obligations incurred by the Township. The Township expressly agrees that the Township will indemnify and hold HSHM harmless from any and all claims and liens of any contractor, subcontractor, or materialman in connection with any alterations, additions, improvements or repairs of whatever kind made to the leased property by the Township.

HSHM may make improvements to the Premises as it sees fit and timely, as not to interfere with the Township's occupancy, unless in the event of an emergency.

- f) BARRING. The Township acknowledges that HSHM or its authorized agent has the right to require any of the Township's guests to leave the Premises or be barred from the Premises if these non-resident guests are deemed by HSHM to be disruptive in any way or violating any condition of this Agreement. The Township must inform their guests of all rules and regulations stipulated by this lease agreement. If the rules and regulations are broken by the Township's guests said guests might be barred and/or arrested for criminal trespassing.
- g) LAWS, ORDINANCES, STATUTES, AND CODES. The Township shall, at its sole cost and expense, comply with all federal, state and local laws, statutes, ordinances and codes of any type, including but not limited to health and safety codes and requirements of all municipal, state and federal authorities now in force, or may hereafter be in force, pertaining to the Premises, occasioned by or affecting the use thereof by the Township. The Township shall not break any law, ordinance or code, nor allow any of its agents

or patrons to break the law, ordinances or codes. Ignorance of the law, ordinances or codes is not deemed an excuse for the purpose of this lease.

The judgment of any court of competent jurisdiction, or the admission of the Township in any action or proceeding against the Township by the City of Bloomington, whether HSHM be a party to it nor not, that the Township has violated any law or ordinance in the use of the Premises shall be conclusive of that fact as between HSHM and the Township. Without limiting the generality of the foregoing, the duties of the Township under this provision shall include the making of all such alterations of the Premises as may be required by law by reason of the particular manner or mode of use of the Premises by the Township, or occasioned by reason of the failure of the Township to maintain or repair the Premises as required under this lease.

- h) **ASSIGNMENT AND SUBLETTING.** The Township shall not assign this lease, collect rent or receive any other consideration of any kind or sublet any portion of the Premises.
- i) **UTILITIES.** HSHM shall be solely liable for utility charges as they come due, including but not limited to those for sewer, water, gas, electricity, alarm systems, cable, internet service, telephone services and waste disposal services. All utilities will be maintained in the name of HSHM.
- j) **POSSESSION.** If HSHM is unable to deliver possession of the Premises at the commencement hereof, HSHM shall not be liable for any damage cause thereby, nor shall this lease be void or voidable, but the Township agrees to hold HSHM harmless from any claims for damages, no matter how caused. Otherwise all conditions herein are in effect from the time of signing of the lease.
- k) **RIGHT OF ACCESS TO PREMISES.** **The Township is allowed access to the Premises Monday through Friday, 7:30 AM to 4:00 PM, excluding holidays observed by HSHM.** If at any time HSHM and its authorized representatives find it necessary to enter the leased space the Township cannot unreasonably withhold consent to HSHM to enter the leased space from time to time. Said entry can be by any means without being liable for any prosecution therefore, and without becoming liable to the Township for damages or for any payment of any kind whatever. Said entry may be to: (1) inspect the Premises; (2) make necessary or agreed-upon repairs, decorations, alterations, or improvements; (3) supply agreed services; (4) exhibit the leased space to prospective or actual purchasers, mortgagees, tenants, workmen, or contractors; (5) inspect or protect the safety of the building or its occupants or in emergencies such as fire department or police requests, broken pipes, and repairs, and (6) posting of signs or notices. The Township shall permit HSHM, at any time within 90 days prior to the expiration of this lease, to place upon such Premises any usual or ordinary "For Rent", "For Sale", "To Lease", "Vacancy" types of signs on the demised Premises.

l) INSURANCE.

The Township, at its own cost, shall maintain insurance with coverages as set forth below:

Commercial General Liability	\$1,000,000.00 / occurrence \$3,000,000.00 / aggregate
Medical Payments	\$10,000.00 / person

These coverages will insure against all liability of the Township and its authorized representatives arising out of any connection with its use of the Premises. Both parties shall be named as additional insureds, the policy(ies) shall contain cross-liability endorsements, and shall be primary insurance as far as HSHM is concerned. Copies of all insurance will be provided to HSHM prior to any possession of the Premises.

- m) REAL ESTATE TAXES AND LESSOR'S INSURANCE. HSHM, as Lessor, shall be responsible for the payment of all real estate bills accruing to the property upon which the Premises is constructed and for the building in which the Premises is located. HSHM shall keep hazard and liability insurance on the Premises. Said hazard insurance shall cover fire and extended coverage.
- n) PARKING. HSHM will provide parking for the Township's staff, clients and volunteers who are part of the POTS Program. HSHM shall be responsible for maintenance, care and upkeep for the parking lot.
- o) HSHM'S REMEDY ON DEFAULT. If the Township fails to pay rent, however provided, when due or if the Township fails to pay any other money that may become or fall due or become payable under the terms of this lease and any such default continues for a period of five (5) days after written notice, HSHM may terminate this lease. The Township must make said payment during said five-day period along with any other costs or attorney fees caused by preparation and service of said notice and only then shall payment of same cure the breach. In the event the Township defaults in the observance or performance of any other covenant, provision or condition herein required to be performed or observed by the Township, this lease may be terminated by HSHM after ten (10) days' written notice. There is no right to cure a violation of lease to prevent termination save HSHM's discretion.

If the Township shall be in default in the performance of any covenant to be performed by them under this lease, then, after notice and without waiving or releasing the

Township from the performance of such covenant, HSHM may, but shall not be obligated to, perform any such covenant, and in exercising any such right pay necessary and incidental costs and expenses in connection with it. All sums so paid by HSHM, together with interest on it at the rate of 9% per year shall be deemed additional rental and shall be payable to HSHM on the next rent-paying day.

Rent not paid when due shall bear interest at the rate of 9% per year from the date due until paid.

- p) **ATTORNEY'S FEES.** The Township shall pay all attorney fees and expenses of HSHM in enforcing any of the obligations of the Township or their assigns or successors in interest under this lease, or in any litigation or negotiation in which HSHM shall become involved on account of this lease.
- q) **ABANDONMENT.** If the Township shall abandon, vacate or surrender the Premises, or is dispossessed by process of law, or otherwise, before the end of the term or any other event entitling HSHM to take possession thereof, HSHM may take possession of the Premises and re-let the same without such action being deemed an acceptance of a surrender of this lease, or in any way terminating the Township's liability hereunder, the Township shall remain liable to pay the rent herein reserved, less the net amount realized from such reletting after deduction of expenses incident to such repossession and re-letting.
- r) **HOLDING OVER.** Any holding over after the expiration of the term of this lease without the consent of HSHM shall be constructed to be a tenancy from month to month at a rent equal to twice the rents charged on a monthly basis prior thereto.
- s) **SUBORDINATION.** This lease and the Township's leasehold interest hereunder are and shall be subject, subordinate, and inferior to any liens or encumbrances now or hereafter placed on the demised Premises by HSHM, all advances made under any such liens or encumbrances, the interest payable on any such liens or encumbrances, and any and all renewals or extensions of such liens or encumbrances.

4. ECOLOGY ACTION COUNCIL GRANT. The Township agrees to work with the Ecology Action Council to obtain any available grant toward the POTS Program. Any funds obtained by the Township from the Council may be utilized on or for the Premises.

5. USE OF WORKFARE PARTICIPANTS. The Parties agree and stipulate that all aspects of the POTS Program shall be governed by the Township and handled in a manner consistent with its Workfare and JSTW Program wherever possible, the Public Aid Code, and as elsewhere provided by Illinois law.

6. USE OF EQUIPMENT. The Parties acknowledge the POTS Program requires the use of certain equipment at or outside of the Premises. Accordingly:

- 6.1. HSHM agrees to provide to the Township a fork lift and fork lift driver, use of pallet racking, and exterior, temporary storage of any product created by the POTS Program. HSHM shall charge the Township a reasonable fee for such use and temporary storage.
- 6.2. The Township agrees to obtain a baler for use by the POTS Program, but shall donate ownership of the baler to HSHM as additional consideration for this Agreement. In turn, HSHM agrees to permit the Township to use a baler upon reasonable notice when required by the POTS Program. HSHM shall charge the Township any related, reasonable fee for such use.
- 6.3. At all times, any HSHM employee operating equipment as part of this Agreement shall remain and be considered an employee of HSHM.

7. ADDITIONAL GRANTS. Nothing precludes the Parties from applying for and/or receiving any additional grants to assist with the POTS Program. Further, this Agreement does not prohibit HSHM from applying for any grants offered by the Township outside of the POTS Program.

8. INDEMNIFICATION.

8.1. The Township shall defend, indemnify, and hold harmless HSHM, its officers, agents, and employees, from any and all liability, claims, losses, costs, damage and/or expenses, injury and/or death to person(s) or injury to property, including reasonable attorneys' fees, arising out of or resulting from the action, negligence, malfeasance, and/or misfeasance of the Township or its officers, agents, or employees in its performance or non-performance of this Agreement, including the terms of the lease in Section 3.

8.2. HSHM shall defend, indemnify, and hold harmless the Township, its officers, agents, and employees, from any and all liability, claims, losses, costs, damage and/or expenses, injury and/or death to person(s) or injury to property, including reasonable attorneys' fees, arising out of or resulting from the action, negligence, malfeasance, and/or misfeasance of HSHM or its officers, agents, or employees in its performance or non-performance of this Agreement, including the terms of the lease in Section 3.

8.3. Each Party agrees to promptly notify the other Party of any threatened or pending claims and agree to raise as defenses all civil immunities provided by law.

9. EMPLOYMENT-RELATED LIABILITIES. Each of the Parties shall be solely responsible for any and all liability, employee benefits, wage and disability payments, pension and workers' compensation claims, and damages to or destruction of equipment, by or for its own employees, agents, and/or contractors, and shall hold the other Party harmless from any such claim(s).

10. DISPUTE RESOLUTION. The Parties agree to work in a cooperative manner to resolve any disagreements or issues as they may arise throughout the term of this Agreement. To that end, if a dispute cannot be resolved by the Township Supervisor and the relevant administrative staff of HSHM, then the two sides shall meet with legal counsel for both Parties in an attempt to resolve the dispute. If the Parties still cannot resolve the dispute, they agree that any cause of action shall be brought in the Circuit Court of McLean County, Illinois, and that the laws of the State of Illinois shall apply.

11. NOTICES. All notices or communications provided for herein (including the lease in Section 3 of this Agreement) shall be in writing and shall be delivered to HSHM or Township either in person or by United States mail, via certified mail, return receipt requested, postage prepaid, and addressed as follows:

Home Sweet Home Ministries:

Home Sweet Home Ministries
Attn: **INSERT**
303 E. Oakland Avenue
Bloomington, Illinois 61701

Township:

City of Bloomington Township
Attn: Township Supervisor
607 S. Gridley Street, Suite B
Bloomington, Illinois 61701

With copies to legal counsel:

McLean Arnold, Esq.
McLean Arnold, Attorney at Law
709 E. Douglas Street
Bloomington, Illinois 61701

John Redlingshafer, Esq.
Mescher Law Offices, P.C.
108 S. Wood Street
Washington, Illinois 61571

12. HEIRS, ASSIGNS, SUCCESSORS. This Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns. However, this Agreement shall not be assigned by either Party without prior written consent of the other Party.

13. SEVERABILITY. If any provisions of this Agreement are held to contravene or be invalid under the laws of Illinois, such contravention or invalidity will not invalidate the entire Agreement, but will be construed as if not containing the invalid provision and the rights or obligations of the Parties will be construed and enforced accordingly.

14. JOINT DRAFTING. The Parties acknowledge they are both represented by legal counsel, who participated in the drafting and review of this Agreement. Accordingly, this Agreement shall be deemed to have been drafted jointly by the Parties hereto, and no inference or interpretation against any Party shall be made solely by virtue of such Party allegedly having been the drafter of this Agreement.

15. AMENDMENTS. This Agreement sets forth the complete understanding between HSHM and Township, and any amendments hereto must be in writing to be effective.

16. FREEDOM OF INFORMATION. The Parties understand this Agreement is subject to the provisions of the Illinois Freedom of Information Act (5 ILCS 140, *et seq.*).

17. EFFECT OF PARTIAL INVALIDITY. The invalidity of any portion of this Agreement will not and shall not be deemed to affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if both parties subsequent to the expungement of the invalid provision had executed them.

19. ENTIRE AGREEMENT. The foregoing constitutes the entire agreement between the parties and may be modified only in writing signed by both parties. The following exhibit has also been made a part of this Agreement.

WITNESSETH WHEREOF, Home Sweet Home Ministries, Inc., and the City of Bloomington Township, have caused this Agreement to be signed (whether in duplicate originals or electronically), by their respective authorized representatives and attested, all as of the Effective Date of this Agreement.

Home Sweet Home Ministries, Inc.

City of Bloomington Township

Title:

Supervisor

ATTEST:

ATTEST:

Title:

Township Clerk